EXHIBIT TT.1

1

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

----x

In Re: Case No.

RESIDENTIAL CAPITAL, LLC, et. al, 12-12020(MG)

Debtors.

-----X

DEPOSITION OF JEFFREY A. LIPPS

New York, New York

November 19, 2012

10:13 a.m.

Reported by:

JENNIFER OCAMPO-GUZMAN, CRR, CLR

JOB NO: 27971

	ry s ui s	1	
	158		160
1	Lipps	1	Lipps
2	three times. I've read the opinion.	2	then applied the analysis that I've
3	MR. BENTLEY: Thank you, Mr. Lipps.	3	discussed.
4	Why don't we take a short break. I may	4	Q. So other than your own review of
5	be done, and then I know that others may	5	the settlement agreement, the scope of claims
6	have questions as well.	6	that were to be either included in the
7	THE WITNESS: All right.	7	settlement or released was based on your own
8	(A brief recess was taken.)	8	analysis?
9	MR. RAINS: Thank you.	9	A. For purposes of my opinion, yes.
10	MR. BENTLEY: Thank you, Mr. Lipps,	10	Q. Now, for purposes of your opinion,
11	I have nothing further. But I believe	11	
12	<u> </u>	12	did you assume that the release would not include the monoline's fraudulent inducement
13	one or two of my colleagues may have		
	some questions. One or two friends in	13	claims arising from insurance agreements?
14	the room.	14	A. As you know from our time in court
15	EXAMINATION BY	15	together, some of the fraud claims can fairly
16	MR. NATBONY:	16	be described as, at least in my judgment as a
17	Q. Good afternoon, Mr. Lipps.	17	defense lawyer, as claims that are basically
18	A. Good afternoon, Mr. Natbony.	18	a breach of contract that's being dressed up
19	Q. I'm here today representing MBIA a	19	in fraud clothes. Having said that, I do
20	potential objector to the settlement, and I	20	believe that an independent fraudulent
21	just have a few questions for you today, if	21	inducement claim that would survive an
22	you don't mind.	22	argument that it is nothing more than just a
23	A. Certainly.	23	breach of contract dressed in fraud claims or
24	Q. Now, in connection with reaching	24	fraud clothes would be outside of the
25	your opinion concerning the reasonableness of	25	settlement.
	159		161
1	Lipps	1	Lipps
2	the settlement, did you have an understanding	2	Q. Now, in conducting your analysis,
3	of what claims would be released against the	3	did you assume that the release would not
4	debtors?	4	include monoline's material breach of
5	A. I believe I testified earlier that	5	contract claims arising under the insurance
6	I saw the settlement agreement itself, the	6	agreement?
7	release language which discussed claims that	7	THE WITNESS: Can I have that read
8	were subject to the release as a result of	8	back?
9	the settlement, and I believe there was a	9	(A portion of the record was read.)
10	provision or two that made it clear certain	10	MS. PATRICK: Objection, form.
11	±	11	=
12	claims were not being settled. Q. And in addition to your review of	12	A. The I know the insurance agreements or at least some that I've looked
13	·	13	<u>~</u>
14	the settlement agreement, did any		at do have language which tracks what is in
	representative of the debtors tell you to	14	the purchase agreements with respect to
15 16	assume that certain claims would be released?	15	repurchase demand and the repurchase process
16	A. In connection with this assignment?	16	being the sole remedy, so to the extent that
17	Q. Yes.	17	provision would in fact be preclusive of any
18	A. I looked at the executed and	18	independent claim other than a rep and
19	submitted settlement agreement.	19	warranty claim that a monoline would have
20	Q. And did you seek any advice from	20	through the repurchase process, then I think
21	anyone representing the debtors or anyone	21	those claims would be within the settlement.
22	else as to what would be included in the	22	The one uncertainty I have, as we
12.2	claims that were being released under the	23	sit here and have this conversation, is I
23		-	
24 25	settlement agreement? A. I read the settlement agreement and	24 25	know that at least in the MBIA instance the insurance agreement did provide for certain

	Pg 4 of 5		
	162		164
1	Lipps	1	Lipps
2	direct claims that the insurer, specifically	2	warranty claim, so to speak. Because if it
3	MBIA would have and I just haven't sat and	3	could be embedded as a warranty and rep claim
4	thought about whether there is a path that	4	then, yes, I did take it into account and
5	would allow the monoline to have something	5	considered it as part of the liability that I
6	that could sound or be based on allegations	6	was assessing.
7	or theories other than pure rep and warranty,	7	Q. I'm just trying to understand the
8	or something that's forced into the	8	scope of what you were determining was
9	repurchase price.	9	released as part of the settlement, and I
10	Q. I guess my question though still	10	understand you've said that there may be
11	remains is: When you do your analysis of	11	paths for it, for certain liability. But I
12	what claims were being released, did you	12	want to know specifically, with respect to
13	include in your analysis any monoline claims	13	your analysis of this settlement, what, if
14	in the scope of claims that were being	14	any, claims did you actually consider in your
15	released?	15	analysis as being released?
16	MR. RAINS: Objection, asked and	16	MR. RAINS: It's been asked and
17	answered.	17	answered.
18	A. I don't know that I could answer it	18	MR. NATBONY: No, it hasn't.
19	any differently than what I did. I believe	19	MR. RAINS: It's been asked and
20	that certain of the monoline claims, by	20	answered.
21	virtue of the insurance agreement, are	21	MR. NATBONY: You can make your
22	confined to the repurchase process,	22	objection. I apologize.
23	specifically you make a demand and then	23	MR. RAINS: Thank you. Asked and
24	there's a determination as to whether or not	24	answered about five times and you
25	that loan breaches the warranties and reps	25	misstated his prior testimony.
	163		165
1	Lipps	1	Lipps
2	such that repurchase would be required. To	2	A. I don't think I could change what

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

such that repurchase would be required. To the extent that is the monoline's claim, then absolutely I took it into account.

- Q. And other than that, is there any other claim that you took into account that would be released?
 - A. Released by, by whom?
- Q. Released as part of the settlement agreement.
 - A. Any other monoline claim?
 - Q. Yes.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

MR. RAINS: Objection, asked and answered.

A. I think I described the fact that there may be, that there is carve-outs there, in shorthand, that I would describe and I don't think the carve-out -- I think the carve-out would apply to a fraud claim if it was not subject to being characterized as a contract claim dressed in fraud clothes. And I also think there is a path that I haven't really looked at and thought about where maybe a monoline could make a direct claim and argue that's not embedded as a rep and

I've said before, at least I don't intend to, if somehow you can parse through the words. To the extent the trusts or trust where there was Financial Guaranty Insurance that was issued, I evaluated the rep and warranty claims in those trusts as being released in the settlement. I recognize in this report that there may be independent tort claims or some independent claim, independent of rep and warranty that would arguably not be released, and I didn't evaluate those, and we had a discussion about the insurance agreement, as you raised, where I seem to recall there may be a path. But I haven't looked at that in a while and I haven't reached a conclusion, as I sit here today, whether that path would in fact be released because it's dependent on rep and warranty or individual loan reps being breached.

Q. Do you recall having any discussion at the time the settlement was being considered as to whether the allocation methodology was reasonable with respect to

42 (Pages 162 to 165)

1 Lipps 2 defending and the nature of those claims, and 3 to the extent it's rep and warranty based, it 4 was part of what I was evaluating in terms of 5 whether the settlement was reasonable and 6 fair. 7 Q. And when you say rep and warranty 8 based, do you mean rep and warranty 10 warranty contained in the purchase and sale 11 agreement or the insurance agreement? 12 A. It would be any loan level rep in 13 these securitization documents to the 392 14 trusts. Typically they are in the sale 15 agreement. I can't remember, as I sit here, 16 whether the insurance agreement replicated it, it, in terms of listing them or simply 18 incorporated in the monoline instance, but it's basically the rep and warranties that 19 incorporated in the monoline instance, but the trust. 2 Q. What was your understanding when you did your analysis as to what monoline 25 claims were being carved out of the 2 the stem it's not found to be essentially a breach of contract claim dressed up in fraud clothes. 3 Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? 4 A. I didn't really do that in my analysis, as you know. I started my analysis, as to one whose in caspect of the release that related to rep and warranty lability: do you remember using that term? 4 M. R. RAINS: Objection, vague and ambiguous. 4 A. I don't know whether I actually used "pathways." Tve used pathways before, 2 but links i identified in paragraph 16, at least that was one spot where there are—there are certain concepts that I've observed in the defense of these cases that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 Lipps Q. You would agree though that each securitization process is done properly there are different loads. 5 Colches. 4 Q. And other than that, is there any other claim that you considered in your other claim that you considered in your other claim that you considered in your other cla
defending and the nature of those claims, and to the extent it's rep and warranty based, it was part of what I was evaluating in terms of whether the settlement was reasonable and fair. Q. And when you say rep and warranty based irrespective of whether it's a rep and warranty based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it's basically the rep and warrantis that genement. I can't remember, as I sit here, whether the insurance agreement replicated it's basically the rep and warrantis that deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. A. I didn't really do that in my analysis as you know. I started my analysis as you know. I started my analysis as soo what in my analysis, as you know. I started my analysis as seed on the aspect of the release that to releated to rep and warranty claims, and based and sea perification in a particular shelf, correct? A. I didn't really do that in my analysis as based on the aspect of the release that associated with each securitization in a particular shelf, correct?
defending and the nature of those claims, and to the extent it's rep and warranty based, it was part of what I was evaluating in terms of whether the settlement was reasonable and fair. Q. And when you say rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warrantis that deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps settlement? Lipps Settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the trust. Lipps settlement was reasonable and that there were claims that were not included within the released that there were claims that were not included within the release that the case you and I have been litigating, fraud claims. I'm sure if I looked at -well, I'm not sure. If I looked at -well, I'm not sure. If I looked at the amended complaint, there may be other claims being alleged in the MBIA case was rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty liability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I've used pathways." I've used pathways." I've used pathways." I've used pathways there are
to the extent it's rep and warranty based, it was part of what I was evaluating in terms of whether the settlement was reasonable and fair. Q. And when you say rep and warranty based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 these securitization documents to the 392 the trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it it, in terms of listing them or simply incorporated in the monoline instance, but if shasically the rep and warranties that agreeni or othe loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps Lipps Lipps Lipps Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the ctextn it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis associated with the release that the settlement? A. The defense of inclouded within the release that the specific familitarity with, in at least the case you and I have been litigating, fraud claims. Ir ma ure if looked at - well, I'm not sure. If I looked at - well, I'm not sure. If I looked at the amended complaint, there may be other claims out there, but the core of what was being alleged in the MBIA case was rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and ambiguous. A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain co
was part of what I was evaluating in terms of whether the settlement was reasonable and fair. Q. And when you say rep and warranty based, do you mean rep and warranty based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but if it has basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the extent it's not found to be essentially a breach of contract claim dressed up in fraud claims. I'm sure if I looked at well, I'm not sure. If I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims. I'm sure if I looked at the amended claims out there, but there, but there, but there have be then there, but there may be other claims out there, but ther
specific familiarity with, in at least the fair. Q. And when you say rep and warranty based irrespective of whether it's a rep and warranty command in the purchase and sale iragreement or the insurance agreement? A. It would be any loan level rep in the tirs. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the catent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis as so on the aspect of the release that as securitization in a particular shelf, correct?
fair. Q. And when you say rep and warranty based, do you mean rep and warranty based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 that trusts. Typically they are in the sale these securitization documents to the 392 this agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis as securitization will have a securitization in a particular shelf, correct? as eyou and I have been litigating, fraud claims. I'm sure if I looked at the mended complaint, there may be other claims out there, but there, but the core of what was being alleged in the the MBIA case was rep and warranty basel. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty liability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 Lipps Q. You would agree though that each securitization process is don
7 Q. And when you say rep and warranty based, do you mean rep and warranty based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? 12 A. It would be any loan level rep in 13 these securitization documents to the 392 13 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated 16 it, in terms of listing them or simply 17 it, in terms of listing them or simply 18 incorporated in the monoline instance, but 19 it's basically the rep and warranties that 20 are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the 175 Lipps Settlement? 2 2 2 2 3 A. The best example I can give you is a arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any ofter claim that you considered in your analysis for monolines that was in the released? 1 A. I didn't really do that in my analysis, as you know. I started my analysis as con the aspect of the release that the amended complaint, there may be other claims out there, but the core of what was being alleged in the MBIA case was rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty liability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't k
based, do you mean rep and warranty based irrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in the purchase and sale these securitization documents to the 392 these securitization in the MBIA case was rep and warranty based in the MBIA case was rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty liability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are—there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. Lipps Lipps A. The best example I can give you is a riguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis, as you know. I started my analysis as securitization will have a securitization in a particular shelf, correct? A. There will be separate documents associated with each securitization in a particular shelf, correct?
sirrespective of whether it's a rep and warranty contained in the purchase and sale agreement or the insurance agreement? A. It would be any loan level rep in the sale trusts. Typically they are in the sale agreement. I can't remember, as I sit here, the whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the stetlement? Lipps settlement? Lipps settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis, as securitization will have a securitization in a particular shelf, correct?
there, but the core of what was being alleged in the MBIA case was rep and warranty based. A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. C. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty liability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." Tve used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. Lipps C. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps Lipps Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I don't know whether I actually used "pathways." Tve used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. The contract Claim dressed up in fraud clothes. Q. You would agree though that each securitization in process is done properly there are different loans in each securitization has a set of transaction documents that ar
agreement or the insurance agreement? A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based in the aspect of the release that related to rep and warranty claims, and based in the aspect of the release that related to rep and warranty claims, and based in the MBIA case was rep and warranty based. Q. Now, Mr. Lipps, I think you talked earlier about common pathways to the rep and warranty lability; do you remember using that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used 'pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there arethere are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 Lipps 2 Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization in a particular shelf, correct?
A. It would be any loan level rep in these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that 29 used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 1 Lipps settlement? 2 A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 1 Lipps Settlement? 2 Lipps 3 A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I don't know whether I actually used "pathways." I've used pathways. The used pathways. The used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 4 Lipps 4 Lipps
these securitization documents to the 392 trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, in a particular shelf, correct?
trusts. Typically they are in the sale agreement. I can't remember, as I sit here, whether the insurance agreement replicated it, in terms of listing them or simply it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 1775 Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization in a particular shelf, correct?
that term? that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I ve used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I ve observed in the defense of these cases that plaintiffs are asserting in terms of breaches of contract claim dressed up in fraud clothes. D. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based that term? MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I ve used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. Lipps Lipps Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis as curifization in a particular shelf, correct?
whether the insurance agreement replicated it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that 20 are given in connection with the sale and 21 deposit of the loan, individual loans into 22 the trust. 22 the trust. 23 Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the 25 settlement? 3 A. The best example I can give you is 34 arguably the fraudulent inducement claim, to 45 the extent it's not found to be essentially a 66 breach of contract claim dressed up in fraud 7 clothes. 4 Q. And other than that, is there any 9 other claim that you considered in your analysis for monolines that was in the 12 released? 4 Light MR. RAINS: Objection, vague and ambiguous. A. I don't know whether I actually used "pathways." I've used pathways before, but I think I identified in paragraph 16, at least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 1 Lipps 2 Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
it, in terms of listing them or simply incorporated in the monoline instance, but it's basically the rep and warranties that 20 are given in connection with the sale and 21 deposit of the loan, individual loans into 22 the trust. 22 least that was one spot where there are there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 175 1 Lipps 2 1 Lipps 2 2 Settlement? 2 2 Lipps 3 A. The best example I can give you is a arguably the fraudulent inducement claim, to 5 the extent it's not found to be essentially a 6 breach of contract claim dressed up in fraud clothes. 4 Q. And other than that, is there any 9 other claim that you considered in your analysis for monolines that was in the released? 1 A. I didn't really do that in my 1 analysis, as you know. I started my analysis 1 based on the aspect of the release that related to rep and warranty claims, and based 15
incorporated in the monoline instance, but it's basically the rep and warranties that are given in connection with the sale and deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the the arguably the fraudulent inducement claim, to breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based to related to rep and warranty claims, and based to repart the related to rep and warranty claims, and based to repart the related to rep and warranty claims, and based to repart there is and reps at a one level. A. I don't know whether I actually used "pathways." I've used pathways. To used "pathways." I've used pathways. To used "pathways." I've used pathways. To used "pathways." I've used pathways. I've used patha
19 it's basically the rep and warranties that 20 are given in connection with the sale and 21 deposit of the loan, individual loans into 22 the trust. 23 Q. What was your understanding when 25 you did your analysis as to what monoline 26 claims were being carved out of the 27 Lipps 28 settlement? 29 settlement? 20 Lipps 20 Lipps 21 Lipps 22 Lipps 23 A. The best example I can give you is 24 arguably the fraudulent inducement claim, to 25 the extent it's not found to be essentially a 26 breach of contract claim dressed up in fraud 27 clothes. 28 Q. And other than that, is there any 29 other claim that you considered in your 20 analysis for monolines that was in the 21 released? 22 the trust. 23 Lipps 24 are asserting in terms of breaches of warranties and reps at a one level. 29 Lipps 20 You would agree though that each securitization involves a unique set of mortgage loans, correct? 30 A. I would agree if the securitization process is done properly there are different loans in each securitization pool. 31 Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? 32 A. I didn't really do that in my 33 analysis, as you know. I started my analysis 34 based on the aspect of the release that related to rep and warranty claims, and based 35 care are certain concepts that I've observed in the least that was one spot where there are ctrian concepts that I've observed in the least that was one spot where there are ctrian concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. 29 Q. You would agree though that each securitization in process is done properly there are different loans in each securitization pool. 29 Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? 20 And each trust that has securitization in a particular shelf, correct?
are given in connection with the sale and deposit of the loan, individual loans into the trust. 2
deposit of the loan, individual loans into the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based Lipps Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization in a particular shelf, correct?
the trust. Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based the trust. Q. What was your understanding when you did your analysis or monolines that was in the related to rep and warranty claims, and based there are certain concepts that I've observed in the defense of these cases that plaintiffs are asserting in terms of breaches of warranties and reps at a one level. Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
Q. What was your understanding when you did your analysis as to what monoline claims were being carved out of the 175 Lipps Settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
you did your analysis as to what monoline claims were being carved out of the 175 Lipps Settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the related to rep and warranty claims, and based 24 are asserting in terms of breaches of warranties and reps at a one level. 177 Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
claims were being carved out of the 175 Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis analysis, as you know. I started my analysis related to rep and warranty claims, and based 125 warranties and reps at a one level. 125 warranties and reps at a one level. 126 A. Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
175 Lipps settlement? A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. A. I would agree though that each mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. A. I would agree if the securitization process is done properly there are different loans in each securitization pool. A. I would agree though that each mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. A. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. A. I didn't really do that in my analysis, as you know. I started my analysis analysis, as you know. I started my analysis A. I didn't really do that in my analysis, as you know. I started my analysis analysis ana
Lipps Lipps A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based Lipps Q. You would agree though that each securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
2 Settlement? 3 A. The best example I can give you is 4 arguably the fraudulent inducement claim, to 5 the extent it's not found to be essentially a 6 breach of contract claim dressed up in fraud 7 clothes. 8 Q. And other than that, is there any 9 other claim that you considered in your 10 analysis for monolines that was in the 11 released? 12 Q. You would agree though that each 3 securitization involves a unique set of 4 mortgage loans, correct? 4 A. I would agree if the securitization 6 process is done properly there are different 1 loans in each securitization pool. 8 Q. And each securitization has a set 9 of transaction documents that are separately 10 negotiated and structured, correct? 11 A. There will be separate documents 12 associated with each securitization, yes. 13 analysis, as you know. I started my analysis 14 based on the aspect of the release that 15 related to rep and warranty claims, and based 15 aparticular shelf, correct?
A. The best example I can give you is arguably the fraudulent inducement claim, to the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. A. I would agree if the securitization process is done properly there are different loans in each securitization pool. A. And each securitization has a set of transaction documents that are separately analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based 3 securitization involves a unique set of mortgage loans, correct? A. I would agree if the securitization process is done properly there are different loans in each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
4 arguably the fraudulent inducement claim, to 5 the extent it's not found to be essentially a 6 breach of contract claim dressed up in fraud 7 clothes. 8 Q. And other than that, is there any 9 other claim that you considered in your 10 analysis for monolines that was in the 11 released? 12 A. I didn't really do that in my 13 analysis, as you know. I started my analysis 14 based on the aspect of the release that 15 related to rep and warranty claims, and based 4 mortgage loans, correct? A. I would agree if the securitization 5 A. I would agree if the securitization 6 process is done properly there are different 7 loans in each securitization has a set 9 of transaction documents that are separately 10 negotiated and structured, correct? 11 A. There will be separate documents 12 associated with each securitization, yes. 13 Q. And each trust that has 14 securitization will have a securitization in 15 related to rep and warranty claims, and based
the extent it's not found to be essentially a breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I would agree if the securitization process is done properly there are different loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
breach of contract claim dressed up in fraud clothes. Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based breach of contract claim dressed up in fraud loans in each securitization pool. Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
7 clothes. 8 Q. And other than that, is there any 9 other claim that you considered in your 10 analysis for monolines that was in the 11 released? 12 A. I didn't really do that in my 13 analysis, as you know. I started my analysis 14 based on the aspect of the release that 15 related to rep and warranty claims, and based 7 loans in each securitization pool. 8 Q. And each securitization has a set 9 of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
Q. And other than that, is there any other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based Q. And each securitization has a set of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization in a particular shelf, correct?
other claim that you considered in your analysis for monolines that was in the released? A. I didn't really do that in my analysis, as you know. I started my analysis based on the aspect of the release that related to rep and warranty claims, and based of transaction documents that are separately negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
analysis for monolines that was in the released? 10 negotiated and structured, correct? A. There will be separate documents associated with each securitization, yes. A. I didn't really do that in my analysis, as you know. I started my analysis analysis, as you know. I started my analysis as based on the aspect of the release that related to rep and warranty claims, and based related related to rep and warranty claims, and based related r
11 released? 12 A. I didn't really do that in my 13 analysis, as you know. I started my analysis 14 based on the aspect of the release that 15 related to rep and warranty claims, and based 11 A. There will be separate documents 12 associated with each securitization, yes. 13 Q. And each trust that has 14 securitization will have a securitization in 15 a particular shelf, correct?
12 A. I didn't really do that in my 13 analysis, as you know. I started my analysis 14 based on the aspect of the release that 15 related to rep and warranty claims, and based 12 associated with each securitization, yes. 13 Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
analysis, as you know. I started my analysis 4 based on the aspect of the release that related to rep and warranty claims, and based 2 Q. And each trust that has securitization will have a securitization in a particular shelf, correct?
based on the aspect of the release that related to rep and warranty claims, and based related to rep and warranty claims, and based 15 related to rep and warranty claims.
related to rep and warranty claims, and based 15 a particular shelf, correct?
p6 on my analysis, I concluded that that in and p6 A. Ask me that again.
han an a
of itself is a basis for the release was fair Q. You are familiar with that the
and adequate and within an appropriate range. 18 ResCap had different shelves of products,
Q. So is it fair to say that in doing 19 correct?
your analysis of what was reasonable, you did 20 A. I am aware that they had shelves.
21 not consider what was or was not released 21 Q. And each securitization, that would
with respect to monolines? 22 be part of a trust would involve a set of
MR. RAINS: Objection, misstates 23 loans that is in a particular shelf, correct?